

Dear Prospective Bidder:

We solicit your offer for furnishing the requirements of the Board of Education of Prince George's County as described and specified in the enclosed Invitation for Bid.

It is very important that you read and understand the General Provisions (PGCBE 3-B-68 Rev. 3/04), the Specifications, Terms and Conditions, and all other matter relevant to the Invitation for Bid. Additionally, your bid must be **signed and submitted in duplicate**, enclosed in a sealed envelope, and clearly marked with the IFB number for identification purposes. Please identify your "Minority" status, and whether the envelope contains a "BID" or "NO BID". Also, provide a return address on the envelope.

Inquires should be directed to the "CONTRACTUAL POINT OF CONTACT", as indicated in the Invitation for Bid.

Bid results are not available until after any resultant contracts are finalized. The Purchasing Office routinely notifies all responsive bidders when all awards are finalized. Further information can be obtained in person from the Purchasing Office, but not by telephone or mail.

Sincerely,

**Eugene Thornton, C.P.M.**  
*Director of Purchasing and Supply*

**TO:** ALL PROSPECTIVE BIDDERS/VENDORS

**FROM:** PURCHASING OFFICE

**RE:** ETHICS REGULATIONS

Below is an excerpt from the Board of Education Policy No. 0400 pertaining to "Ethics Regulations," which was established pursuant to the provisions of Sections 6A-101 through 6A-501 of Article 40A of the Annotated Code of Maryland:

**Section 7. Lobbying Disclosure**

**A.** Any person other than a Board employee or Board counsel who personally appears before any School official or employee with the intent to influence that person in the performance of his/her official duties, and who, in connection with such intent expends or reasonably expects to expend in a given calendar year in excess of \$25.00 on food, entertainment or other gifts for such officials, shall file a registration statement with the Ethics Panel no later than January 15 of the calendar year or within five days after first making such appearance.

**B.** The registration statement shall include complete identification of the registrant and of any other person on whose behalf the registrant acts. It shall also identify the subject matter on which the registrant proposes to make such appearances, and shall cover a defined registration period not to exceed one calendar year.

**C.** Registrants under this section shall file a report within 30 days after the end of any calendar year during which they were registered, disclosing the value, date, and nature of a food, entertainment or other gift provided to a School official or employee. Where a gift or series of gifts to a single official or employee exceeds \$25.00 in value, the official or employee shall also be identified.

**D.** The registrations and reports filed pursuant to this section shall be maintained by the Ethics Panel as public records available for public inspection and copying.

If you have any questions pertaining to the above, please call the Purchasing Office at (301) 952-6560.

## **Contract General Provisions**

### **Section I GENERAL**

Any Contract awarded as the result of any Invitation for Bids to furnish supplies, equipment or services to the BOARD OF EDUCATION, PRINCE GEORGE'S COUNTY, Upper Marlboro, Maryland shall include, in whole or in part, either attached or incorporated by reference, binding in all respects, these provisions.

As used throughout these provisions, and throughout any matter relevant to any Invitations for Bid, the word **SHALL** is imperative.

#### **1. Order of Precedence:**

- A. In the event of an inconsistency among provisions of this Invitation for Bid, the inconsistency shall be resolved by giving precedence in the following order: (1) the proposal, (2) Invitation for Bid Terms and Conditions; (3) General Provisions; (4) drawings or other addenda, whether incorporated by reference or otherwise; and (5) the Specifications.

#### **2. Default:**

- A. The BOARD OF EDUCATION may, by written notice of default to the Contractor, terminate the whole or any part of the Contract in any one of the following circumstances:
  - 1. If the Contractor fails to make delivery of the supplies or equipment exactly as specified or perform the services within the time and manner specified herein or any extension thereof, or
  - 2. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Purchasing Office may authorize in writing) after receipt of written notice from the Purchasing Office specifying such failure, or
  - 3. Willfully attempt to make delivery of items other than the items in the Contract, or perform the services other than specified as to quality, contents of pack, work processes or otherwise, without specific authorization in the form of a contract amendment, or
  - 4. If a determination is made by the BOARD OF EDUCATION that the obtaining of the Contract was influenced by an employee of the BOARD having received a gratuity, or promise thereof, in any way or form.
- B. In the event the BOARD OF EDUCATION terminates this Contract in whole or in part, the BOARD OF EDUCATION may procure, upon such terms and in such a manner as the Purchasing Office may deem appropriate, supplies and services similar to those so terminated, and the Contractor shall be liable to the BOARD OF EDUCATION for any excess cost for such similar supplies or services. Provided; that the Contractor shall continue the performance of the Contract to the extent not terminated.

#### **3. Termination For Convenience:**

- A. This contract may be terminated by the BOARD OF EDUCATION in accordance with this clause in whole or in part whenever the Board Contracting Officer shall determine that such a termination is in the best interest of the BOARD OF EDUCATION. Any such termination shall be affected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and date upon such termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

#### **4. Subletting of Contract or Assignment of Contract Funds:**

- A. It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of his/her contractual duties to any other person, firm or corporation, without the previous written consent of the Board Contracting Officer. If the Contractor desires to assign his/her right to payment of the contract, Contractor shall notify the Board Contracting Officer immediately, in writing, requesting such assignment of right to payment. In no case shall such assignment of payment relieve the Contractor from his/her obligations, or change the terms of the contract.

#### **5. Covenant Against Contingent Fees:**

- A. The bidder warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission or percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the bidder for the purpose of securing business. For breach or violation of this warranty the BOARD OF EDUCATION shall have the right to annul the Contract without liability of the BOARD OF EDUCATION or in its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

#### **6. Certificate of Independent Price Determination:**

- A. The certification on the signature page of the bid form must be agreed to without modification or deletion. Bids received with changes or modifications to the Certificate of Independent Price Determination will not be considered for award.

**7. Damage to Property:**

- A. The Contractor in the performance of this Contract will be held pecuniarily responsible for any damage to grounds, buildings or equipment, caused by him/her, his/her sub-contractor or employees or other persons engaged in the performance of the Contract.

**8. Laws and Permits:**

- A. In the performance of this Contract the Contractor is required to comply with all applicable Federal, State and Local Laws, ordinance, codes and regulations. The cost of permits, insurance's, taxes and any other relevant costs required in the performance of the Contract shall be borne by the Contractor.
- B. Laws of the State of Maryland shall govern the contract.

**9. Product Source:**

- A. The BOARD OF EDUCATION will give preference to supplies, materials and equipment of American origin. Additionally, the bidder, by signing his/her bid, certifies that the items to be furnished did not originate in, or were not exported to the United States from a Communist Country.

**10. Patents:**

- A. The Contractor shall hold the BOARD OF EDUCATION, its officers and employees, free of any liability and damages including costs or expenses arising from patent infringement incurred by use of any item or process supplied in performance of this Contract.

**11. New Items:**

- A. All items furnished against the Contract must be new and unused, latest models (unless otherwise specified) and free of all defects. The foregoing excepts exchange, normal "rebuilt" items, where specified.

**12. Commercial Warranty:**

- A. The Contractor agrees that the supplies or services furnished under the Contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the BOARD OF EDUCATION by any other clauses of the Contract.

**13. Optional Use of Contract:**

- A. "Unless specifically prohibited by the bidder in the bid, the following entities within the State of Maryland shall have the option to order from the contract. The Purchasing Agent of those agencies listed below who opt to use the Contract shall issue their own Contract Awards/Purchase Orders and provide the Contractor with pertinent delivery and invoicing instructions.
- State Offices and Agencies
  - County Governments
  - County Public Schools
  - Municipal Governments within the Counties
  - State and Community Colleges
  - Private and Parochial Schools."

**14. Inspection/Acceptance:**

- A. The delivery of goods or items furnished under the terms of the Contract shall not be considered as acceptance thereof until said goods are inspected. The inspection and test by the BOARD OF EDUCATION or other Ordering Office of any supplies or lots thereof does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements which may be discovered subsequent to delivery. Except as otherwise provided in the Contract, acceptance shall be conclusive but not as regards latent defects, fraud, or such gross mistakes as amount to fraud.
- B. All supplies (which term throughout this clause includes without limitation, raw materials, components, intermediate assemblies, and end products) shall be subject to inspection and test by the Ordering Office, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.
- C. In case any supplies or lots of supplies are found to be defective in material or workmanship or otherwise not in conformity with the requirements of the Contract the Ordering Office shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed, or if required by the Ordering Office as they may deem appropriate, corrected in place by and at the expense of the Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the Contractor fails to promptly remove such supplies or lots of supplies which are required to be removed, or promptly to replace or correct such supplies or lots of supplies, the BOARD OF EDUCATION EITHER: (1) may by Contract or otherwise, replace or correct such supplies and charge to the Contractor the cost occasioned the BOARD OF EDUCATION thereby, or (2) may terminate the Contract for default as provided in the clause of the Contract entitled "Default".

- D. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in the Contract; but failure to inspect and accept or reject supplies shall neither relieve the Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the BOARD OF EDUCATION.
- E. The Ordering Office will inform the Contractor of any rejected delivery and require its immediate removal at the Contractor's expense.
- F. Neither the BOARD OF EDUCATION nor other Ordering Office will assume responsibility for damage to any rejected delivery caused by weather, improper warehousing or mishandling.

**15. Ordering:**

- A. Supplies or services to be furnished under the Contract will be ordered by the issuance of a Purchase Order signed by the Purchasing Agent or person in a higher position, in the case of orders for the BOARD OF EDUCATION; and by a person authorized to encumber funds in the case of orders placed by the Community College, Private or Parochial Schools, other offices of the County or other Municipal Governments within Prince George's County.
- B. All purchase orders, regardless of source, issued hereunder are subject to all prices, terms and conditions of the Contract. In the event of conflict between the purchase order and the Contract, the Contract shall govern.

**16. Packaging and Delivery:**

- A. All outer packs of items delivered under the Contract (except subsistence items delivered to cafeterias) must be marked with the purchase order/invitation for bid number and item identification. Failure to provide adequate identifying markings may result in refusal of the delivery.
- B. Unless otherwise stated, all prices include delivery and placement within the school building in area specified on the purchase order.
- C. Collect shipments will not be accepted.

**17. Invoices:**

- A. Unless otherwise indicated, all invoices for orders placed by the BOARD OF EDUCATION must be submitted in duplicate and forwarded to the Vendors Accounts Payable Department, Board of Education, Prince George's County, Upper Marlboro, Maryland 20772-9983. Invoices must be completely identifiable, supported by delivery receipts where specified, and contain the following minimum information:
  - 1. Purchase order/Invitation for bid number
  - 2. Delivery destination as it appears on the purchase order.
  - 3. Item number, quantity and description of item billed.
  - 4. Unit price and extended price for each item.
  - 5. Total amount of invoice.
- B. Invoices for items ordered by the Community College, Private or Parochial Schools or the County or other Municipal Government Offices will be rendered in accordance with procedures prescribed by the Ordering Office.

**18. Bid Preparation:**

- A. One (1) complete set of the Invitation for Bid, consisting of: (1) The Contract General Provisions; (2) two copies of the specifications, terms and conditions; (3) two copies of the Proposal, and; (4) any plans for drawings made part of the Invitation for Bid by reference, shall be provided to each prospective bidder. The original and one (1) copy of the title page, signature page, Information for Bidders pages, and the proposal page(s) must be returned; (1) with all questions answered; (2) without alteration; (3) with both copies signed, (4) enclosed in sealed envelope with bidder's return address and our mailing label, to the Purchasing Office, Board of Education, Prince George's County, Upper Marlboro, Maryland 20772-9983, either mailed or hand carried, before the time and date stated for return of bid.

**Section II**  
**INSTRUCTION TO BIDDERS**

- B. The remaining documents consisting of all pages of the Invitation for Bid, the General Provisions, any plans, drawings or extraneous matter, are to be retained by the bidder and will form part of any Contract resulting from the Invitation for Bid.
- C. It is the bidder's responsibility to examine and understand all parts of the Invitation for Bid including all parts of the Contract General Provisions, any addenda, drawings or referenced matter.
- D. Any clarification or explanation desired by the bidder, regarding the meaning or interpretation of the Invitation for Bid, or any part thereof, must be made in writing to the Purchasing Office, Board of Education, Prince George's County, Upper Marlboro, Maryland 20772-9983 allowing sufficient time for a reply to reach all prospective bidders before the time and date scheduled for the return of bids.

**19. Withdrawal of Bid:**

- A. Bids may be withdrawn by written or telegraphed notice if given prior to the time and date specified for return of bids. Telephone calls for this purpose are not acceptable.

**20. Errors in Bids:**

- A. Failure of the bidder to thoroughly understand all aspects of the Invitation for Bid before submitting his/her bid will not act as an excuse to permit withdrawal of his/her bid nor secure relief on plea of error.
- B. Neither State Law nor Regulation make allowance for errors either of omission or commission on the part of the bidders.
- C. Obvious, apparent errors in a bid may be corrected or withdrawn upon written approval of the Procurement Officer.

**21. Taxes:**

- A. Generally, the BOARD OF EDUCATION is tax exempt and price quoted should not include Federal Excise Taxes or State or Local Sales or Use Taxes. Exemption Certificates will be cited or provided upon request (if applicable). However, see Invitation for Bid for complete terms and conditions on taxes.

**22. Trade Discount:**

- A. All prices offered must be lowest net price after trade discounts have been considered. Bids offering a percentage off list prices will not be accepted unless; (1) specifically requested in that manner; (2) two copies of the referenced price list accompanies the bid.

**23. Surety:**

- A. General:
  - 1. When bid or Contract performance surety is required by the Invitation for Bid any bond or certified check or other instrument offered to satisfy the requirement must be made payable to the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY.
  - 2. Any bond offered must be issued by a bonding company licensed to do business in the State of Maryland and otherwise acceptable to the BOARD OF EDUCATION.
  - 3. In all cases, whenever a bid surety is required by the Invitation for Bid, a performance bond will also be required. However, a performance bond may be required by the Invitation for Bid without requiring a bid bond. See Invitation for Bid for specifics.
- B. Bid Guarantee:
  - 1. Purpose:
    - a. The purpose of the bid surety is to protect the BOARD OF EDUCATION from loss in the event the successful bidder fails to execute any further contractual documents and bonds as required by the Invitation for Bid.
  - 2. Time of Submittal:
    - a. When required by the Invitation for Bid the bid surety must accompany the bid or be presented before the time and date specified for return of bids.
  - 3. Form:
    - a. The bid surety must be in the form of a firm commitment such as a bid bond, certified check or cashier's check.
    - b. Bid guarantees, other than bid bonds, will be returned to the unsuccessful bidders immediately after award of the contract.

- C. **Performance Guarantee:**
1. The purpose of the performance bond is to provide assurance of faithful performance by the Contractor of all aspects, terms and conditions of the Contract, including remuneration for liquidated damages where such are specified.
  2. **Time of Submittal:**
    - a. After notice of award, the vendor will be required to execute any further contractual documents and provide a Performance Bond in the amount indicated in the Invitation for Bid. Failure to return **ALL** required documents within fifteen (15) calendar days from date of receipt will rule your offer null and void and therefore, award will be made to the next low responsive bidder. The Bid Surety may be used to offset the additional expense.

**24. Brand Name or Equal:**

- A. Where a particular manufacturer, several manufacturers, brands or models are referenced it is to be interpreted as being descriptive and not restrictive unless specifically indicated. Bids will be considered on models, brands or products of manufacturers other than those cited if accompanied by catalogs, test reports, brochures or other descriptive literature and supporting data sufficient in detail to permit evaluation of the item offered without further reference. It is the responsibility of the bidder to provide the foregoing with the bid and prior to the time and date set for return of bids.
- B. Where only one manufacturer or model is referenced, the absence of anything to the contrary will be interpreted as a bid on the exact item specified.
- C. Where several manufacturers or models are referenced as being equally acceptable and the bidder does not indicate what particular model or brand he/she is bidding on, the Ordering Office shall have the right to select any brand or model referenced.

**25. Bid Acceptance Period:**

- A. Unless otherwise stated by the bidder in his/her bid, prices offered will be considered to allow sixty (60) days for acceptance.

**26. Bidder's Qualification:**

- A. Bidders may be required to furnish satisfactory evidence that they are qualified dealers or manufacturers of the items listed, or regularly engaged in performing the services on which they are bidding, and in both cases maintain a regularly established place of business. An authorized representative of the BOARD OF EDUCATION may visit any prospective Contractor's place of business to determine his/her ability, capacity, reliability, financial stability and other factors necessary to perform the Contract.

**27. Signature to Bid:**

- A. The second page of the Invitation for Bid is the "bid signature page". It **must be** completed to provide all the information requested and **signed** by a person or persons legally authorized to sign Contracts.

**28. Award:**

- A. Contract Award will be made by the BOARD OF EDUCATION after due consideration has been given to price, delivery offered, previous performance, quality of service and merchandise, and ability to perform the Contract.
- B. In the event of tie bids where all factors are equal, award shall be made to: (1) the Prince George's County bidder; (2) the out of County bidder incorporated in Maryland; and (3) the bidder not incorporated in the State of Maryland; in that order of preference. If bidders within one of these geographical designations are equal as to all factors of consideration, the award shall be made by a toss of the coin.
- C. The BOARD OF EDUCATION reserves the right to reject any and all bids, in whole or in part, to make partial awards, to waive any irregularity, to increase or decrease quantities where quantities are shown and may reject any bid which indicates any omission, contains alteration of form or additions not requested, or imposes conditions or offers alternate items and may make any award which is deemed to be in the best interest of the BOARD OF EDUCATION.

**29. Bid Opening Procedures:**

- A. Sealed bids will be opened and displayed at the designated time and place.
  1. All bids must be submitted in duplicate and be complete in all detail.
    - a. Original copy to be retained by the Purchasing Office.
    - b. Duplicate copy to be circulated among those vendors present at the bid opening for bid information extraction.
- B. During the period of evaluation, no bidder shall contact any member or employee of the BOARD OF EDUCATION concerning award. Such action may result in the bidder's offer being removed from evaluation and returned as non-responsive.

**GLOSSARY:**

**Invitation for Bid** — The procurement package expressing the requirements of the BOARD OF EDUCATION which is mailed to prospective bidders for the purpose of obtaining competitive prices. Each Invitation is referred to by its own identification number.

**Proposal** — The pages of the Invitation for Bid containing the listing of items to be purchased and providing space for the bidder to insert prices and provide other information requested therein.

BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY  
PURCHASING OFFICE  
13300 OLD MARLBORO PIKE  
UPPER MARLBORO, MARYLAND 20772-9983

DATE OF ISSUE: SEPTEMBER 29, 2006

REQUEST FOR PROPOSAL NO.: 47-07

**TITLE I NONPUBLIC READING AND MATH INSTRUCTIONAL SERVICES  
FOR**

THE BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY

DEADLINE FOR RETURN OF BIDS:

OCTOBER 24, 2006 – 2:00PM

BID OPENING WILL BE CONDUCTED AT THE  
FACILITIES ADMINISTRATION BUILDING  
13300 OLD MARLBORO PIKE  
UPPER MARLBORO, MARYLAND 20772-9983

**MINORITY BUSINESSES ARE ENCOURAGED TO SUBMIT BIDS IN RESPONSE TO THIS INVITATION**

CONTENTS

GENERAL PROVISIONS (PGCBE 3-B-68 Rev. 3/04)

PAGES 1 THROUGH 10 of this  
Request for Proposal including Certificate of  
Independent Price Determination

IF YOU ARE NOT A SUPPLIER OF THIS  
COMMODITY OR SERVICE SUBMIT A "NO-BID"  
AND REQUEST YOUR NAME BE REMOVED  
FROM OUR BID LIST FOR THIS COMMODITY OR  
SERVICE ONLY.

SPECIAL NOTE:

**SUBMIT ORIGINAL AND 5 COPIES**

BID BOND IS NOT REQUIRED

CERTIFICATE OF INSURANCE REQUIRED

MINORITY BUSINESS ENTERPRISE IS  
A DELIVERABLE IN THIS RFP. THE MBE  
BONUS POINTS OF 10-15% ARE  
APPLICABLE.

NAME OF FIRM SUBMITTING BID:

INDICATE IF YOU ARE A MINORITY BUSINESS  
CERTIFIED BY:

P.G. COUNTY GOVERNMENT: \_\_\_\_\_

MD. DEPT. OF TRANSPORTATION: \_\_\_\_\_

CERTIFICATION NO.: \_\_\_\_\_

(TITLE1NONPUBLICPROGRAM)SM



**CERTIFICATE OF INDEPENDENT PRICE DETERMINATION**

I. The respondent certifies, and in the case of a joint response, each party thereto certifies as to its own organization, that in connection with this procurement:

A. the prices in this RFP have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other respondent or with any competitor.

B. the prices quoted in this response, unless otherwise required by law, have not and will not knowingly be disclosed by the respondent prior to opening in the case of an advertised procurement, directly or indirectly to any other respondent or competitor.

C. no attempt has been or will be made by the respondent to induce any other person or firm to submit or not to submit a response for the purpose of restricting competition.

II. Each person signing this RFP certifies that:

A. they are the person in the respondent's organization responsible within that organization for the decision as to the prices being offered herein and that they have not and will not participate in any action contrary to I A through I C above.

**- OR -**

1. they are not the person in the respondent's organization responsible therein for the decision as to the prices being offered herein but that they have been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not and will not participate in any action contrary to I A through I C above, and as their agent does hereby certify; and
2. they have not and will not participate in any action contrary to I A through I C above. And

B. that no commission, percentage, brokerage, or contingent fees, in any form, was or will be extended to any Board employee in effecting this transaction. And

C. that all warranties and guarantees as outlined in this Request for Proposal shall be fully complied with as specified, and shall not void nor limit any other warranties or guarantees responseed by the manufacturer over and above those specified and agreed to herein.

**MUST BE AN ORIGINAL SIGNATURE (SIGNED IN INK) OR YOUR BID WILL BE RULED NON-RESPONSIVE  
MUST BE COMPLETED AND SIGNED BY AN AUTHORIZED COMPANY OFFICIAL**

\_\_\_\_\_  
(Name of Company Bidding)

\_\_\_\_\_  
(Telephone No./Fax No.)

\_\_\_\_\_  
(Typed/Printed Name of Co. Official)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(Written Signature of Co. Official)

\_\_\_\_\_  
(City                      State                      Zip)

\_\_\_\_\_  
(Co. Official's Title)

\_\_\_\_\_  
(Date)

If a Corporation, it was organized under the laws of the State of \_\_\_\_\_,  
in the year \_\_\_\_\_. If a partnership, list names of partners \_\_\_\_\_.  
An individual bidding as a firm or trade name must show name as DBA/ \_\_\_\_\_.

SECTION I  
INFORMATION FOR BIDDERS

I. GENERAL

A. The GENERAL PROVISIONS (PGCBE 3-B-68 Rev. 3/04) are applicable to this Request for Proposal as written unless otherwise modified herein.

B. The BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983, by this Request for Proposal proposes to contract for **TITLE 1 NONPUBLIC READING AND MATH INSTRUCTIONAL SERVICES FOR THE BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY** for the period of approximately **SEPTEMBER 1, 2006 THROUGH MAY 30, 2007**.

C. All parts of this Request for Proposal including the GENERAL PROVISIONS, any addenda, amendments, modifications or any other extraneous matter incorporated by reference, will be applicable to any contract(s) awarded as a result of this Request for Proposal.

D. Enclosed is a self-addressed, gummed, return-mailing label. This label MUST BE used in the submission of your bid whether sent by U.S. Postal Service or hand carried messenger. **If no return-mailing label is available, bidder must identify the RFP by placing the RFP number, opening date and time in the lower left hand corner of the envelope.** The bidder is solely responsible for the arrival of the bid in the PURCHASING OFFICE - FACILITIES ADMINISTRATION BUILDING, 13300 OLD MARLBORO PIKE, UPPER MARLBORO, and MARYLAND 20772-9983, prior to the prescribed deadline for return of bids. Since bids must be received in a sealed envelope, **FACSIMILE COPIES TRANSMITTED VIA "FAX" MACHINES, OR SIMILAR METHODS, WILL NOT BE ACCEPTED.**

E. The **time**, prescribed on the title page of this Request for Proposal as **the deadline for return of bids**, shall be the time locally in effect (Eastern Daylight Time shall be in effect annually from the first Sunday in April through the last Sunday in October).

F. In the event of inclement weather on the date this bid is scheduled to open and the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY CENTRAL OFFICES are closed, bids will be opened at the PURCHASING OFFICE on the next business day. The time of opening on the next business day will be the same as that of the scheduled day. Bids will be accepted until the time of opening on the next business day.

II. CONTRACTUAL POINT OF CONTACT

A. Inquiries should be directed to the following individual:

Purchasing Inquiries  
Shirley McCaffrey  
Purchasing Office  
Telephone 301-952-6567

Technical Inquiries  
Mr. D. Vance Williams  
Department of Federal Programs  
Telephone 301-925-2384

III. AWARD

A. Review of qualified contractors will be made in accordance with Paragraph 28 of the GENERAL PROVISIONS, and the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY MINORITY BUSINESS ADMINISTRATIVE PROCEDURE NO. 3325.

B. A notice of award will be issued to vendors who meet the specification requirements. Individual Purchase Orders will be issued for service. Service may only proceed after receipt of a Purchase Order signed by the Purchasing Agent.

#### IV. VENDOR ACCEPTANCE

- A. The successful bidder(s) will receive from the PURCHASING OFFICE, BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983, a notification of contract qualification. Upon receipt, the bidder must sign and return all copies of said qualification notification.
- B. Any Performance Bond, Certificate of Insurance, or other material required must be submitted by the bidder with each individual project bid.
- C. Failure to sign the contract qualification and return all required documents within fifteen (15) calendar days from date of receipt shall rule your response null and void and, therefore, award shall be made to the next low responsive bidder. Any Bid Bond so posted shall be forfeited by the bidder. **In addition, this may also be cause for removal of your firm from the bidder's list.**

#### V. LAWS AND PERMITS

- A. The contractor shall, without additional cost to the BOARD, be responsible for paying for and obtaining any necessary licenses, inspections and permits for complying with any and all FEDERAL, STATE AND LOCAL LAWS, CODES AND REGULATIONS, in connection with the performance of the work.
- B. Laws of the STATE OF MARYLAND and PRINCE GEORGE'S COUNTY shall govern the contract.

#### VI. TAXES

- A. Bids submitted shall not include Federal Excise Taxes or State or Local Sales or Use Taxes (if applicable). Exemption Certificates will be cited or provided upon request.
- B. However, the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY is subject to the provisions of Article 81, Section 326 (a) of the Annotated Code of Maryland, which provides that the Retail Sales Tax shall not apply to the following Sales:
  - 1. State Sales - "Sales to the State of Maryland or any of its political subdivisions. Provided that this subsection shall not be construed or applied to exempt any sale, otherwise taxable under this subtitle, or tangible personal property to contractors or builders to be used for the construction, repair or alteration of real property, on contracts advertised for bids after July 1, 1968."
- C. The aforementioned statement as to tax exemptions is advisory only. Bidders shall assume full responsibility for payment of any and all taxes which may be construed by lawful authority as being due for materials and supplies under any contract with the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY. They shall hold the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY safe and harmless from any liability for said taxes. The cost of any taxes that are lawfully due and paid by the contractor may be passed on to the Board of Education in the total cost of the contract.

#### VII. MINORITY BUSINESS ENTERPRISES REQUIREMENTS

- A. The Board of Education of Prince George's County Administrative Procedure No. 3325 requires bids for **materials, supplies, equipment, and services, other than materials of instruction, be listed as deliverables.** This procedure also is to inform prospective bidders that the bid of the initially deemed lowest responsive bidder, if not a "Certified" Minority Business Enterprise, is subject to being matched by a "Certified" Minority Business entitled to do so by the provisions of the Administrative Procedure.
- B. Only those businesses listed in the bidders and vendor's database, as a Minority Business Enterprises for the Board of Education of Prince George's County, at the time of any respective bid opening, shall be recognized as a "Certified Minority Business." If not listed, evidence of acceptable certification from either the Prince George's County Government or the Maryland Department of Transportation must be provided to the Board's Purchasing Office prior to any respective bid opening, for consideration of "Certified" status. **Minority businesses are encouraged to submit bids in response to this notice.**

## VII MINORITY BUSINESS ENTERPRISES REQUIREMENTS (continued)

C. Administrative Procedure No. 3325 may be viewed at the Purchasing Office by prospective bidders. Further information required may be obtained by contacting the Minority Business officer at 301-952-6563.

## VIII. CHANGES IN TERMS OR DELIVERY/COMPLETION DATE

A. After award of individual contracts, any questions or correspondence related but not limited to the following matters must be directed to the PURCHASING OFFICE, BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983, in writing:

1. Requests for deviation from the specifications, terms, or conditions of the contract
2. Bonding or insurance
3. Other matters.

B. In the event of strikes, Acts of God, or other circumstances beyond the contractors' control, which prevent completion of work or delivery, the contractor must secure temporary contractual relief. The circumstances and duration must be stated by the contractor in writing and be forwarded to the PURCHASING OFFICE within ten (10) days after their development. Contractual relief shall be only that which is acceptable to and in agreement with the PURCHASING OFFICE, for those goods and services, which are necessary for the day-to-day needs of the BOARD.

## IX. INVOICES

A. Invoices must be submitted in DUPLICATE, ACCOMPANIED BY A SIGNED DELIVERY TICKET, TO THE VENDORS ACCOUNTS PAYABLE DEPARTMENT, BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983, and contain the following minimal information:

1. purchase order number
2. request for proposal number
3. hourly Rate/unit price and hours worked in pay period
4. total amount of invoice

## X. PAYMENT

A. Payment will be made upon receipt of proper bi-weekly/monthly invoices for service(s) hereunder in accordance with the negotiated rate set forth between Prince George's County Public Schools and Agency. Payment shall be NET 30 days from date of receipt of invoice.

## XI. INSURANCE

A. The contractor must maintain and pay for Comprehensive Business Insurance to protect their claims under the Workers' Compensation Act, from claims or damages because of bodily injury to others, including employees of the BOARD, damage to the property of others, including the BOARD, claims for damages arising out of the operation of motor vehicles, which may arise during the performance of the contract whether caused by themselves or by any sub-contractor or anyone directly or indirectly employed by either of them. Said insurance to cover the duration of the contract under an express or implied warranty.

XI. INSURANCE (continued)

B. The following coverage's and limits are required of all vendors:

1. Workers' Compensation	Statutory Limits
2. Employer's Liability	\$1,000,000
3. Comprehensive General Liability	\$1,000,000
4. Professional Liability	\$1,000,000

C. The certificate on this insurance shall be made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983** and indicate paid up coverage for the term of the contract.

D. The certificate of insurance **TO BE SUBMITTED** to the PURCHASING OFFICE, FACILITIES ADMINISTRATION BUILDING, 13300 OLD MARLBORO PIKE, UPPER MARLBORO, MARYLAND 20772-9983.

E. It will be the responsibility of the successful bidder(s) to ensure that a **current** Certificate of Insurance is on file in the Purchasing Office during the entire period of the contract.

F. The cost of the above insurance shall be considered an overhead or operating expense to the Contractor, similar to rental costs, utilities, automobile liability insurance, and other business related expenses. **The premiums or costs to provide the above insurance shall not be directly related to the cost of the work or services specified in this Request for Proposal.**

XII. DAMAGES OR INJURY

A. Qualifying contractors will be held pecuniarily responsible for any and all damage to BOARD property done or caused by them or their employees or other personnel engaged in the execution of the contract.

B. The contractor shall be similarly responsible for all injury to persons that occur as a result of his or her fault or negligence.

C. The contractor shall take proper safety and health precautions to protect the work, the workers, the public and the property of others.

D. The contractor shall be responsible for any and all damage to adjacent property incurred in the performance of the contract and shall hold the BOARD free of any and all claims for damages arising from the execution of the contract.

XIII. BIDDER'S OBLIGATION

A. It is the intent of this Request for Proposal to provide prospective bidder(s) with complete information relative to the total performance of any resultant contract. Bidders are obligated to read and understand all parts of this Request for Proposal and to obtain clarification of any part not thoroughly understood, before submitting their bid.

B. Bidders must obtain clarification of any part of this Request for Proposal not thoroughly understood, before submitting their bid. See the GENERAL PROVISIONS (PGCBE 3-B-68 Rev. 3/04) Paragraph 18 D, Page 4.

#### XIV. DISCLOSURE

A. Bidder shall not disclose information concerning work under this Agreement to any third party, unless such disclosure is necessary for the performance of the Agreement effort. No news releases, public announcement, denial or confirmation of any part of the subject matter of this Agreement or any phase of any program hereunder shall be made without prior written consent of the Board. The restrictions of this paragraph shall continue in effect upon completion or the parties may mutually agree upon termination of this Agreement for such period of time as in writing. In the absence of a written established period, no disclosure is authorized. Failure to comply with the provisions of this Clause may be cause for termination of this Agreement.

#### XV. INFRINGEMENT OF PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OTHER INTEREST

A. The following terms apply to any infringement, of claim or infringement, of any patent, trademark, copyright, trade secret or other proprietary interest based on the manufacture, normal use or sale of any material, equipment, programs or services furnished by Bidder to the Board, unless such infringement or claim results from the Bidder following written instruction or directions of Buyer. Bidder shall indemnify the Board, for any loss, damage, expense, or liability that may result by reason of any such infringement or claim. Bidder shall defend or settle, at Bidder's own expense, any action or suit for which Bidder is responsible hereunder. The Board shall notify Bidder promptly of any claim or infringement for which Bidder is responsible and shall cooperate with Bidder in every way to facilitate the defense of any such claim.

#### XVI. NON-DISCRIMINATION

A. The Contractor is to conduct business in a non-discriminatory manner prohibiting discrimination in any manner against any employee or applicant for employment because of sex, race, creed, color, age, mental or physical disability, sexual orientation or national origin.

#### XVII. RIGHT TO DATA

A. All data, reports and other documents generated for the BOARD and accumulated by the consultant/contractor in the performance of this order/award, shall remain the property of the BOARD, and shall be returned to the control of the BOARD upon completion of the contract. No personal student or BOARD information, as defined by federal and state law and BOARD policy, shall be disclosed or published unless otherwise agreed herein.

#### XVIII. RIGHT TO AUDIT

A. The contractor shall agree that in accordance with Section 952 of the Omnibus Budget Reconciliation Act of 1980, its contracts, books, documents and records will be made available to the Comptroller General of the United States and the BOARD until the expiration of services are finalized under this Agreement.

#### XIX. AVAILABILITY OF FUNDS

A. A contract shall be deemed executory only to the extent of appropriations available to the BOARD for the purchase of such articles. The obligation of the BOARD on all contracts, including those, which envision funding through current and successive fiscal years, shall be contingent upon actual Board appropriations for the fiscal year(s) involved.

## SECTION II SPECIFICATIONS

### I. SCOPE OF WORK

A. Reading and math instruction will be provided by a third party contractor experienced in working with nonpublic programs. Services will be provided by highly qualified teachers in a pull out program during the regular school day. Approximately 120 to 130 students will be included in the program. Instructional services will begin by the 1<sup>st</sup> of November 2006 and extend until the end of May 2007.

B. Students will receive a minimum of 180 to 240 minutes of instruction per week in reading and/ or math. Students with the greatest need may receive additional services. Instruction will be provided during the school day. The school principal will be responsible for working with the contractor to coordinate the hours of instruction.

C. Criteria for student selection will be established by staff from Prince George's County Public Schools' (PGCPS) Title 1 Office and Archdiocese of Washington (ADW). Students will be chosen from nonpublic schools that generate Title 1 funds. Services will be provided for students who have academic needs and are address eligible.

D. Curriculum used for instruction must be aligned to the Archdiocesan standards. The pacing of instruction will be similar to that of the classroom or as requested by the classroom teacher. The instructor will have regular contact with the classroom teacher of each student.

### II. ASSESSMENT & PROGRESS REPORTING

A. The third party contractor will administer a pre-assessment to each student entering the program. The assessment must be approved by PGCPS and ADW staff. After analysis of the pre-assessment, academic goals will be established and a student academic plan will be written for each student. The contractor will be responsible for assessing students on a regular basis throughout the year to determine progress in meeting the stated academic goals. Quarterly progress reports will be submitted by the contractor to school/classroom teacher, parents and PGCPS Title 1 Office. A post test will be administered to all participating students and the result will be shared. The third party contractor will agree to the criteria determined by PGCPS and ADW staff as to what is reasonable annual progress for students.

### III. EVALUATION

A. The third party contractor in collaboration with PGCPS Title 1 Office and ADW will complete an annual evaluation of the Title 1 nonpublic program.

### IV. PROFESSIONAL DEVELOPMENT & PARENT INVOLVEMENT

A. With specific input from PGCPS and ADW staff, the contractor will conduct professional development for the instructors and classroom teachers of Title 1 students. Additional training and activities will be implemented for the parents of participating students.

### V. SUBMITTALS

A. Contractors, please address in detail the following areas in your bid proposal:

- Description of instructional program
- Assessment to be administered
- How the curriculum used is aligned with Archdiocesan standards (Provide a copy of the curriculum)
- How the program will be monitored
- Ideas for professional development and parent involvement
- Total Cost of services with a breakdown for instructional activities (salaries and instructional materials), professional development and parent involvement. Within each category provide details sufficient to determine: teacher salary (Teacher Hourly Rate –\$40 to \$50 per hour depending on experience)
  - instructional materials to be purchased
  - office expenses

## VI. QUALIFICATIONS OF PROFESSIONALS

The Contractor shall maintain and make available to the school system:

- A. Highly qualified teachers with, state and FBI Fingerprinting criminal background check and a copy of a current physical examinations, which includes a negative TB skin test or the results of a chest x-ray within the year,
- B. List of their qualifications to include years of experience working with nonpublic schools
- C. List of reference (preferably other school districts and nonpublic school offices)
- D. Contractors may be required to come in for an interview/presentation.

## VII. SCHOOL SYSTEM POLICIES AND PROCEDURES

- A. Each teacher shall comply with all provision of the law; and with facility policies adopted by the school system to protect the health and welfare of student's. Each teacher will be provided orientation for general policies and procedures.

## VIII. NON-SOLICITATION

- A. At no time during the term hereof, and for a period of six (6) months after terminations, will Prince George's County Public Schools directly or indirectly, by itself or through any affiliated entity or any other contract companies, solicit or attempt to employ the teacher from the Contractor performing services hereunder.

## IX. RIGHT TO DISMISS

- A. If a teacher referred by the Contractor is in the professional judgment of Prince George's County Public School Administration found to be incompetent, negligent, or has engaged in misconduct, the teacher will be asked to leave the premises and the Contractor will be informed of this action immediately. Compensation for the teacher's services shall be limited to the hours actually worked by such teacher



SECTION III  
PROPOSAL

ITEM NO.	DESCRIPTION		HOURLY RATE		COMMENTS
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1. Teacher for Early Childhood, Pre-K, Elementary \$\_\_\_\_/HR

2. Teacher for Middle School program. \$\_\_\_\_/HR

3. Teacher for High School program \$\_\_\_\_/HR

Hourly rate should reflect the rate of \$40 to \$50 depending on teaching experience.

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COMPLETE AND SIGN PAGE 2

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FAILURE TO MAKE RESPONSE TO THIS INVITATION FOR BID MAY CAUSE REMOVAL OF YOUR NAME FROM OUR BIDDERS MAILING LIST FOR THIS COMMODITY.

THOSE BIDDERS WISHING TO REMAIN ON THE MAILING LIST FOR THIS COMMODITY BUT DO NOT DESIRE TO SUBMIT A BID AT THIS TIME, SHOULD AFFIX THE ENCLOSED MAILING LABEL, MARKED "NO BID", TO AN ENVELOPE WITH THE COMPANY'S NAME AND RETURN ADDRESS CLEARLY SHOWN, AND MAIL AS INDICATED ON THE LABEL.

IF YOU ARE NOT A SUPPLIER OF THIS COMMODITY SUBMIT A "NO BID" AND REQUEST YOUR NAME BE REMOVED FROM OUR MAILING LIST FOR THIS COMMODITY ONLY.